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1969-70

AGREEMENT
between the

Mason Co.
Central
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MASON COUNTY CENTRAL BOARD OF EDUCATION

and the

MASON COUNTY CENTRAL EDUCATION ASSOCIATION

This agreement entered into this 1st day of July, 1969, by and between the Board of Education of the Mason County Central School District of Scottville and Mason County, Michigan, hereinafter called the "Board," and the Mason County Central Education Association, hereinafter called the "Association."

ME.A.
1216 KENDALE

E. LANS, JR.
48124

ARTICLE I

Recognition

Mason Bd. of Ed.

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 336 of 1947 as amended by Act 379 of Public Acts of 1965, for all professional personnel, including personnel on tenure, probation, librarians, guidance counselors, but excluding principals, supervisory, executive personnel, office and clerical employees and all others.

The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement or contrary to Act 336 as amended.

MASON COUNTY CENTRAL SCHOOLS

Durs: July 1, 1969 - June 30, 1970

Management Rights Clause

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees which affect adversely the school system.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees. No transfer shall be made without prior consultation with the teacher.
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
4. To supervise the means and methods of instruction, to decide the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited

only by the specific and express terms of this Agreement and/or prior written personnel policies and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE III

Military Leave

A. Military leave shall be in accordance with Act 145 of the Public Acts of 1943 as amended.

ARTICLE IV

Cancellation or Dismissal of School

A. The present practice of permitting teachers to leave school immediately after school is dismissed due to weather or road conditions, and of not requiring teachers to report to school when school is cancelled due to weather or road conditions, shall be continued.

ARTICLE V

Grievance Procedure

Paragraph A: A grievance shall be an alleged violation of the expressed terms of this contract (or prior written personnel policy).

It is expressly understood that the grievance procedure shall not apply to those areas in which the tenure act prescribes a procedure or authorizes a remedy (discharge and/or denotion).

No grievance shall be filed due to the Board's failure to renew a contract for a probationary teacher.

No grievance shall be filed due to the Board's decision to place a teacher on third year probation.

Paragraph B: The Association shall designate one representative per building to handle grievances. The Board hereby designates the

Elementary Principal, the Junior High School Principal, and the Senior High School Principal, to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described. The Elementary Principal shall be the Board representative for K-6 in each building.

Paragraph C: The term "days" as used herein shall mean days in which school is in session.

Paragraph D: Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain synopsis of the facts giving rise to the alleged violation;
4. It shall quote at length the section or subsection of the contract (or written Board policy) alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested; and
7. When it becomes necessary to write a grievance, it must be presented in five (5) original copies.

The grievant shall have the right to have a representative of his choice to be present at any Level of the Grievance Procedures. The Association also reserves the right to have a representative present at all proceedings beyond Level One.

Paragraph E: Level One--A grievant believing himself wronged by an alleged violation of the expressed provisions of this contract (or written personnel policy) shall within ten (10) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same. The ten (10) days may be extended by mutual agreement of the Board Negotiating Committee and the Association Negotiating Committee. If no resolution is obtained within three (3) days of the discussion, the grievant shall reduce the grievance to writing and proceed within eight (8) days of said discussion to Level Two.

Level Two--A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall conduct a meeting with the grievant and/or the designated Association Representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of same to the grievant, the Association Secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education within ten

(10) days by filing a written grievance along with the decision of the Superintendent with the President of the Board of Education.

Level Three--Upon proper application as specified in Level Two, the Board shall allow the teacher or his Association Representative an opportunity to be heard at the meeting for which the grievance was scheduled, which shall not be later than thirty days after filing of the written grievance with the Board. Within thirty days from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance, provided however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than thirty days after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

Level Four--If the decision of the Board is unsatisfactory to the Association and the teacher, they may proceed to appeal the decision to the State Labor Mediation Board as provided by law.

Paragraph F: Should a teacher fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant) shall be barred.

Paragraph G: The Association shall have the right to initiate a grievance involving the right of a group of teachers without their expressed approval in writing thereon.

Paragraph H: All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association Representative are to be at their assigned duty stations.

Paragraph I: In the event a grievance is filed on or after the first of June, every effort shall be made by both the Board Grievance Committee and the Association Grievance Committee to resolve same prior to the beginning of the next school year.

Paragraph J: During the pendency of any proceedings and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.

Paragraph K: There shall be no reprisals of any kind by Administrative personnel taken against any party in interest of his Association Representative or any other participant in the procedure set forth herein by reason of such participation. The Association or its members shall take no reprisals of any kind against any Administrative

personnel or Board member by reason of participation in a grievance procedure.

ARTICLE VI

Pay Periods

A. Salaries of all personnel shall be paid every two weeks.

ARTICLE VII

Vacancies

The Board of Education shall notify the MCCEA president of vacancies which are anticipated for the following year.

ARTICLE VIII

Pupil - Teacher Ratio

"It is recognized by the Board and the local Association that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to keep class size at an acceptable number as dictated by the financial condition of the district, the building facilities available, and the best interests of the district as deemed administratively feasible. Priority for adjustments after fall classes begin will be given to grades K - 3 to maintain the lowest classloads possible to develop the child to his fullest potential emotionally, socially, physically and academically."

ARTICLE IX

Teacher Workdays

The school year shall be composed of 187 days for returning teachers and 188 days for new teachers, the above schedule to be fit

into the period between Sept. 2nd and June 9th with teachers new to the system reporting prior to Sept. 2nd.

ARTICLE X

Deduction of Education Association Dues

A. The Board agrees to deduct from the salaries of teachers dues for the Mason County Central Education Association, the Michigan Education Association and the National Education Association, when voluntarily authorized in writing by each teacher desirous of having such dues deducted.

B. Regular dues for any or all of the above stated organizations shall be deducted together, as one deduction, in ten equal consecutive installments.

C. The individual authorization form is as follows: On this _____ day of _____, 196__, I, _____ hereby authorize the Board of Education to deduct the following sums in ten (10) equal consecutive installments as dues for the following organizations as specified in the Master Agreement.

- \$ _____ Mason County Central Education Association
- \$ _____ Michigan Education Association
- \$ _____ National Education Association

I further understand that in the event of a dispute over payments of the above specified amounts, I must seek my remedy from the Mason County Central Education Association. Further, it is my express understanding that this authorization for dues deduction shall be revocable only if I expressly so state in writing, a copy of which must be placed on file with the Superintendent and a copy with the Treasurer of the Mason County Central Education Association.

(Teacher's Signature)

Filed with the Board of Education
on the _____ day of _____, 196__.

(Superintendent's or his designee's signature)

D. Dues authorizations filed with the Superintendent on or before the 9th day of September of each year, shall become effective with the first scheduled dues deduction of the coming school year. Dues Authorizations filed after the 9th day of September, 1969, shall

be deducted from the first ten (10) pay periods of the second semester.

E. Dues authorizations once filed with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the Treasurer of the Association.

F. The Association shall, on or before the first day of each school year, give written notification to the Superintendent of the amount of its dues and those of the MEA and NEA which dues are to be deducted in the coming school year under such dues authorizations. The amounts of deductions for these dues, as per said written notification shall not be subject to change during the entire school year.

G. For the purposes of this Article, the term "school year" shall include the period beginning with the first teacher working day of school in the fall to the last teacher working day of school in the spring.

H. Dues deductions shall be transmitted by the Superintendent to the Mason County Central Education Association Treasurer within fourteen (14) days after such deductions are made. The Mason County Central Education Association shall be responsible for disbursements of MEA and NEA dues paid to it to the Treasurers of those organizations.

L. All refunds claimed for dues of the Mason County Central Education Association, MEA or NEA under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive dues deductions.

J. Any dispute between the Mason County Central Education Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

K. The Association will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with this Article.

ARTICLE XII

Fringe Benefits

A. Mileage: The Board agrees to pay the amount of 9¢ mileage for school business that has met prior approval of the administration.

E. Supervising Teachers of Student Teachers: The Board agrees to pay the supervising teacher of student teachers the full fee given to the MCC school system by the participating college or university.

C. Duty Free Lunch Period: The Board agrees that the teachers in the Mason County Central School system are entitled to a lunch period free from extra duty requirements, subject to emergency situations or problems connected with inclement weather.

D. Sick Leave:

1. Tenure teachers, second year probationary teachers and third year probationary teachers shall be credited with ten (10) additional sick leave days at the beginning of the school year.
2. First year probationary teachers shall be credited with 10 (10) days of sick leave after five (5) days of service.
3. The maximum allowable accumulated sick leave shall be a total of eighty (80) days for the 1969-70 school year.

E. Personal Days: Two (2) personal business days per year, subject to an emergency nature and prior approval of the superintendent or other administrator in the absence of the superintendent shall be credited to each tenure teacher, each second year probationary teacher and each third year probationary teacher. First year probationary teachers shall be credited with two (2) personal business days after five (5) days of service.

F. Professional Days:

1. Upon recommendation of the superintendent and/or principal, at least one professional day and not more than five professional days per school year for educational purposes may be granted to any teacher. The Association recognizes that the intent of the Board in providing this day or days is to allow the teacher an opportunity to acquaint himself with outstanding examples of educational projects or facilities which should result in benefits to the Mason County Central program.

- a. Said teacher shall submit a brief, written report to the principal following his professional day (s)
- b. Mileage will be allowed for the professional day(s).
- c. Substitute teachers' pay will be assumed by Board.

2. A professional day shall consist of conferences, institutes, workshops, visitations and the like which are designed to improve the teachers' effectiveness, but expressly excluding negotiation institutes, workshops, conferences or meetings.

G. Insurance Benefits: The Board of Education will pay the cost of the Basic M.E.A. Major Medical Insurance, M.E.A. Loss of Time Benefits or Blue Cross - Blue Shield benefits up to but not exceeding \$200.00 per year. One twenty-sixth of said \$200.00 will be paid commencing with the first pay period in September and an equal amount for the next 25 consecutive pay checks.

H. Retirement Pay:

1. Retirement pay will be granted teachers retiring from the Mason County Central Schools under the following provisions:

- a. Payment will be at the rate of \$5.00 per day of unused sick leave.
- b. The maximum payment shall be \$500.00.
- c. The teacher must have served 12 consecutive years in the system.
- d. Payment will be deferred until the teacher begins collecting "Michigan Public School Employees' Retirement" payments.

ARTICLE XI

BASIC SALARY SCHEDULE

1969 - 1970

<u>STEP</u>	<u>INDEX</u>	<u>BA or BS</u>	<u>BA or BS PLUS 14</u>	<u>BA or BS PLUS 18</u>	<u>MA -- MS OR EQUIVALENT</u>
1	1.000	\$6800	\$6880	\$6960	\$7300
2	1.039	7065	7145	7225	7585
3	1.080	7345	7425	7505	7885
4	1.122	7630	7710	7790	8190
5	1.165	7920	8000	8080	8505
6	1.209	8220	8300	8380	8825
7	1.255	8535	8615	8695	9160
8	1.301	8845	8925	9005	9495
9	1.345	9145	9225	9305	9820
10	1.396	9490	9570	9650	10190
11	1.448	9845	9925	10005	10570
12	1.500	10200	10280	10360	10950

Non Degree Salary - \$6700.

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1. No payment for extra hours of credit will be given for those credits required for permanent certification in the field for which the teacher is assigned.
 2. Payment will be based on semester hours of credit.
 3. Credits must be in a teacher's major or minor field or with the prior approval of the administration.
 4. Evidence of extra hours earned must be provided the administration by September 1 of the year for which payment is expected.

ARTICLE XIII

Extra Duty Salary Schedule
1969 - 1970

<u>Position</u>	<u>Salary</u>
Athletic Director	\$ 1020
Jr. Hi. Athletic Dr.	150
<u>Football</u>	
Head Varsity	800
Assistant Varsity	400
Head Jr. Varsity	400
Assist. Jr. Varsity	250
Jr. High (8th grade)	200
Jr. High (7th grade)	200
<u>Basketball</u>	
Head Varsity	800
Junior Varsity	450
9th Grade	275
Junior High (8th grade)	225
Junior High (7th grade)	225
Director of Saturday Program	200
<u>Baseball</u>	
Head Varsity	350
Assistant Varsity	250
<u>Track</u>	
Head Varsity	350
Assistant Varsity	250
<u>Golf</u>	250
<u>Wrestling</u>	300
<u>Cross Country</u>	100
<u>Music</u>	700
<u>Building Director</u>	
Scottville Elementary	300
Riverton	300
Victory	300
<u>F.H.A.</u>	175
<u>Junior Play</u>	200
<u>Senior Play</u>	200
<u>Jr. High Dramatics</u>	150

<u>Position</u>	<u>Salary</u>
<u>School Paper</u>	\$ 125
<u>Annual</u>	200
<u>Internal Accounting Sec.</u>	325
<u>Safety Patrol</u>	300
<u>Agriculture Teacher (Summer Duties)</u>	1200
<u>G.A.A. Sponsor</u>	100
<u>Sr. High Cheerleading</u>	100
<u>Class Sponsors</u>	
Senior Sponsor	175
Co Sponsor	175
Junior Sponsor	175
Co Sponsor	175
Soph. Sponsor	75
Co Sponsor	75
Fresh. Sponsor	75
Co Sponsor	75
<u>Student Council-Sr. High</u>	125
<u>Driver Training</u>	
Behind the Wheel Instruction	4.50/hr.
Classroom Instruction	5.50/hr.

ARTICLE XIV

Duration of Agreement

This Agreement shall be effective as of July 1, 1969, and shall continue in effect for one year (1) year until the 30th day of June, 1970. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

MASON COUNTY CENTRAL EDUCATION
ASSOCIATION

MASON COUNTY CENTRAL BOARD OF
EDUCATION

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Frank Maleckas, Vice President

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